

Exhibit J

Public Hearing Documents Re: The Brown,
Nelthrope, and Harris Settlements & Related
Matters

DETROIT CITY COUNCIL

PUBLIC HEARING: APRIL 8 & 10, 2008

**DOCUMENTS RE: THE BROWN, NELTHROPE AND
HARRIS SETTLEMENTS**

&

RELATED MATTERS

Privileged and Confidential

Attorney Work Product

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CHRONOLOGY OF EVENTS IN THE BROWN, NELTHROPE AND HARRIS SETTLEMENTS

- **September 11, 2007** – A Wayne County jury renders a verdict in favor of Gary Brown and Harold Nelthrope and against the City of Detroit and Mayor Kwame Kilpatrick, in the amount of \$6.5 million;
- **September 19, 2007** – The City of Detroit Law Department comes before the City Council, and, in closed session, advises against any settlement short of one which would be an “awfully awfully awfully attractive figure” to the City. The Law Department’s position is that it would be against the City’s best interests because it could set a precedent whereby any City employee or officer could write a damaging memo and then file a subsequent whistleblower action, profiting thereby.
- **October 9, 2007** – After Michael Stefani, the Plaintiffs’ attorney in the Brown and Nelthrope cases, files post-trial motions for attorneys’ fees and mediation sanctions, Wayne County Circuit Judge William Callahan enters an “ORDER REGARDING FACILITATION.” The order appoints former Judge Val Washington to serve as facilitator with the purpose of the facilitation to resolve “the amount of the award to Plaintiffs for attorneys fees.”
- **October 17, 2007** - The court-ordered attorney fee facilitation goes forward but fails to resolve the fee dispute.
 - ✓ As the facilitation is drawing to a close, Mr. Stefani, delivers a supplemental brief in support of his motion for attorneys’ fees to the Mayor’s attorney, Sam McCargo. This brief includes some of the text messages that show, among other things, a personal romantic relationship between the Mayor and Ms. Beatty.
 - ✓ Within hours *after* the formal facilitation and McCargo is given the supplemental brief, the parties -- with the direct involvement of the Mayor and the Law Department - negotiate an immediate *global* settlement of all claims, including the still-pending case of *Walter Harris v. City of Detroit, et al.*, for a total of \$8.4 million (\$8 million to Nelthrope and Brown, including all attorneys fees, interest and mediation sanctions, and \$400,000 to Harris).
 - ✓ The settlement is reached *only* after it is agreed that the text messages will never be publicly disclosed.
 - ✓ The parties agree to keep certain confidential documents under lock and key in a safety deposit box, to be opened only in the presence of both Mr. McCargo and Mr. Stefani. These documents

include the personal text messages and documents related to the purchase of Ms. Beatty's house. The confidentiality provisions of the settlement agreement further provide that once all the plaintiffs and their attorneys have been fully paid, the contents of safety deposit box is to be turned over to the Mayor.

- ✓ A typed agreement recites both the monetary settlement (\$8.4 million) and the confidentiality agreement. This document is entitled "Settlement Agreement." It is signed, on behalf of "Mayor Kwame Kilpatrick," by Ms. Colbert-Osamuede and Mr. Sam McCargo. It is also signed, on behalf of the "City of Detroit," by Ms. Colbert-Osamuede and Mr. Wilson Copeland.
- ✓ This same evening, John Johnson, Corporation Counsel, calls Council Member Kenyatta, and requests that the matter be placed on the agenda for the Internal Operations Committee (IOC), of which he is the Chair, for the meeting scheduled for the next day, October 18, 2007.
- **October 18, 2007** - The proposed settlement is presented, for the first time, to the Internal Operations Committee of the Detroit City Council by Valerie Colbert-Osamuede, on behalf of the Law Department.
 - ✓ The only "Agreement" disclosed by Ms. Colbert-Osamuede is the monetary settlement, with no mention of any of the confidentiality provisions.
 - ✓ The Law Department produces and distributes to Council a "Lawsuit Settlement Memorandum," signed by Ms. Colbert-Osamuede and approved by John Johnson that also is silent as to the confidentiality and secrecy issues. The Memo recommends that Council approve the total amount of \$8.4 million, as does the Law Department when it appears before the IOC.
 - ✓ The only reasons presented to Council for recommending the settlement in this amount at this time (after less than a month earlier when the Law Department was far more cautious), are: 1) the potential cost to the City, by way of future interest on the original verdict, in the event of losing an appeal; and 2) additional future attorneys fees. The IOC voted it out, without recommendation, to the full body;
- **October 19, 2007** - The Detroit Free Press serves the City of Detroit with an FOIA request. Among other things, it requests "(t)he entire settlement agreements" connected with this litigation, including but not limited to "all

documents, attachments, exhibits, notes or other information related to the settlements;”

- **October 23, 2007** - The settlement is brought before the full Council by the Law Department for immediate final consent and approval.
 - ✓ The sole reasons given for recommending the settlement are to “avoid the uncertainty of appeal” and, in the Harris case, due to the fact that the allegations are “inflammatory and salacious” and will therefore “be prejudicial” to the Defendants. The settlement is approved.
 - ✓ At no time is Council *ever* advised as to the existence of any “confidentiality agreement,” let alone the contents or significance of such an agreement. Council is advised only that the terms of the settlement are monetary, \$8.4 million;
- **October 27, 2007** – The Mayor files with the Wayne County Circuit Court a “NOTICE OF REJECTION OF PROPOSED SETTLEMENT TERMS ARISING OUT OF OCTOBER 17, 2007 FACILITATION.” This document was never disclosed to Council. Significantly, it is signed *only* by “Mayor Kwame Kilpatrick,” and lacks an attorney’s signature. On its face, however, it appears to have been prepared by an attorney.
- **November 1, 2007** – Several very significant events occur on this day:
 - ✓ Brown and Nelthrope sign a formal and notarized (by Mr. Stefani) “Settlement Agreement and General Release.” Harris signs another identical agreement. These documents do not refer to or disclose the existence of the Confidentiality Agreement. It is not, on this date, signed by the Mayor or any of his legal representatives;
 - ✓ Formal execution of a “Confidentiality Agreement,” the same terms of which are set forth in an original typed document that was created on October 17th. This “Confidentiality Agreement” prohibits the disclosure to anyone of certain text messages between Kwame Kilpatrick and his Chief of Staff, Christine Beatty, referred to as the “K/B records.” This agreement is signed by Kwame Kilpatrick, “individually and personally,” Christine Beatty “individually and personally,” and the Plaintiffs’ attorney, Michael Stefani. Neither this Confidentiality Agreement, nor even its existence, were ever disclosed to the Detroit City Council;
 - ✓ “Kwame Kilpatrick” (with no title or designation) signs a “NOTICE OF DESIGNATION OF REPRESENTATIVE FOR PURPOSES OF RECEIPT OF RECORDS AND NOTICES OF INQUIRIES UNDER

CONFIDENTIALITY AGREEMENT,” appointing a private attorney, William Mitchell as the “designated representative of Kwame Kilpatrick and Christine Beatty for purposes of receipt of the ‘K/B records’ referred to in the Confidentiality Agreement” referenced above; and

- ✓ A document entitled “NOTICE OF MAYOR KWAME KILPATRICK’S APPROVAL OF TERMS AND CONDITIONS OF SETTLEMENT *AS APPROVED BY CITY COUNCIL ON OCTOBER 23, 2007*,” (emphasis added) is signed by the Mayor and filed with the Wayne County Circuit Court. This Notice makes no reference to the “Confidentiality Agreement” cited above;
- **December 5, 2007** –Two documents entitled “Settlement Agreement and Release,” are 1) as to the Brown and Nelthrope Agreement, signed by Sam McCargo on behalf of Mayor Kwame Kilpatrick, and Wilson A. Copeland on behalf of the City of Detroit; and 2) as to the Harris agreement, signed by Valerie Colbert-Osamuede on behalf of both Mayor Kwame Kilpatrick and the City of Detroit;
- **December 11, 2007** - The settlement is recited on the record before Judge Michael Callahan of the Wayne County Circuit Court, at which time the only agreement referenced is the “Settlement Agreement and Release.” The “Confidentiality Agreement” is not mentioned;
- **January 3, 2008** - The Free Press files a complaint in the Wayne County Circuit Court alleging that the City has failed, in its response, to fully comply with the Freedom of Information Act. The case is assigned to Wayne County Circuit Court Judge Robert Colombo, Jr.
- **January 30, 2008** – As part of the FOIA litigation, the Free Press takes the deposition of Michael Stefani pursuant to court order, in which he describes all the details of the settlement. In addition, several exhibits are produced, including the typed “settlement agreement” that spelled out all significant details of the October 17th agreement.

Deposition of: Michael Stefani

January 30, 2008, 1:00 p.m.

Summary of Deposition in Narrative Format

Note: The following summary of Michael Stefani's deposition testimony is told in narrative form and is organized according to category in roughly chronological order based on the sequence of real life events as opposed to the sequence in which Stefani discussed these events during the deposition.

For Plaintiff Detroit Free Press:
Herschel E. Fink
Honigman, Miller, Schwartz & Cohn, Attorneys at Law

For the Detroit News:
James E. Stewart
Butzel Long, Attorneys at Law

For Defendant City of Detroit:
Ellen Ha and Valerie Colbert-Osamuede
City of Detroit Law Department

For Defendant City of Detroit
Sharon McPhail
City of Detroit, Special Corporation Counsel

BASIC TIMELINE OF EVENTS:

- 1) **Background**
- 2) **Whistleblowers trial and subpoenas to SkyTel**
- 3) **Brown and Nelthrope Jury Trial**
- 4) **Facilitation**
- 5) **Stefani's Motion for Additional Attorney's Fees**
- 6) **The City Decides to Negotiate a Global Settlement**
- 7) **Settlement 1**
- 8) **Settlement 2, the Separate Confidentiality and Escrow Agreements**

- 9) **Putting the Settlement on the Record and the Post-Trial Visit to Judge Callahan's Chambers**
- 10) **Mayor's designation of representative to receive records under the confidentiality agreement**
- 11) **Turning over the confidential documents and the escrow account**
- 12) **The Free Press FOIA request**

BACKGROUND

Harold Nelthrope, detective in the Detroit Police Department's Executive Protection Unit and Gary Brown, deputy chief of the Detroit Police Department's Professional Accountability Bureau, brought an action on June 2, 2003 against Detroit mayor Kwame Kilpatrick and the city, alleging slander and violations of the Whistleblowers' Protection Act (WPA). Attorney Michael Stefani represented both officers in this action. The case ended on September 11, 2007 with a jury verdict for the plaintiffs of 6.5 million dollars. Michael Stefani also represented Detroit police officer Walter Harris in a similar but separate suit against Mayor Kilpatrick and the City of Detroit claiming retaliation under the WPA. The three officers sued Mayor Kilpatrick in his capacity as mayor of Detroit and not as a private individual. The two cases ended in a combined 8.4 million dollar settlement in October 2007.

WHISTLEBLOWERS TRIAL AND SUBPOENAS TO SKYTEL (Pages 116-117, 154-166, 179-190)

Stefani sent a subpoena to SkyTel in September or October of 2004. Stefani asked for text messages to and from Christine Beatty's pager for the period of September 1, 2002, through October 31, 2005 and for the period of April 1, 2003, through May 31,

2003. Stefani wanted the text messages because the officers reported seeing Beatty and Kilpatrick texting, although they did not know to whom. He made the subpoena narrow to avoid having it challenged as burdensome, thinking he could send out more subpoenas later, if necessary. He limited his subpoenas to those dates because he believed that if there was anything to find it would be during those two time periods. The first two months were chosen because, when Walter Harris accompanied the mayor out of town in September, the Mayor didn't allow Harris to make his usual security check of the hotel room. When the Mayor opened the door to his hotel room, Harris saw Christine Beatty sitting, clothed, on the bed. Also, the Manoogian Mansion party was supposed to have taken place in September. He chose the April to May period because Nelthrope reported the misconduct by the security people Jones and Martin to Internal Affairs during this time. Beatty and the Mayor have always said Nelthrope's termination had nothing to do with this report, claiming, rather, his termination was the result of an anonymous letter slid under Beatty's office door. Stefani wanted to determine if their text messages discussed Brown's termination prior to the date of the anonymous letter. The text messages confirmed that the Mayor and Beatty had decided to fire Brown, his inspectors and commander before the letter was slid under Beatty's door.

Stefani did not have the text messages during trial. The trial ended on September 11, 2007 and he did not obtain the text messages until October 4 or 5, 2007. Originally, Stefani requested the text messages in September or October 2004. The City responded with an emergency motion to quash the subpoena. At the hearing, the Judge Callahan ruled for Stefani. He sent out a second subpoena and the City filed a second emergency motion to quash. At the second motion, the City argued that there was a government

privilege protecting the messages. Stefani recalls Judge Callahan laughing at this argument, saying the city better have a better argument. Judge Callahan ordered the messages be sent to him and he would determine whether or not they were privileged. Thus the second subpoena was sent to SkyTel directing SkyTel to send the messages directly to the Judge Callahan. Over the next three years, Stefani assumed Judge Callahan had the messages. At the trial, Stefani cross-examined Beatty, asking her specific questions about text messages, such as: Did she ever send a romantic message to the mayor; Did she ever send a sexually explicit message to the mayor; Did she ever discuss Gary Brown in a text message and; Did she ever discuss the release of Nelthorpe's name? Beatty answered all these questions in the negative. Following Beatty's testimony, Stefani asked Judge Callahan to review the text messages and determine if there was anything contradictory in them. The Judge said he didn't have the text messages and thought Stefani had them. Stefani believing the Judge had them, he realized nobody possessed the text messages. After the trial, the Judge told Stefani to re-subpoena the messages. When he did, SkyTel told Stefani, that the text messages were no longer available because of corporate reorganization. Stefani contacted the person he had sent the subpoena to three years earlier, who informed him the messages were still available, but people did not know how to find them. Stefani's contact instructed him on whom to contact and what to ask for.

Stefani sent out a new subpoena and asked why his old subpoena had never been fulfilled. The contact, a previous SkyTel employee, who cannot recall by name, said the request was never fulfilled because the city of Detroit had called Skytel, said they were filing a motion to quash this subpoena, and Skytel should wait on sending anything until

the Judge ruled. The City, in fact, did file a third motion to quash days after the Judge ordered the records sent to him. Someone, however, called SkyTel but never filed the motion for a hearing, although they probably did serve the motion on Stefani. No hearing was held on the third motion to suppress and both Stefani and Judge Callahan were unaware of the third motion for three years. Stefani finally received the messages on October 5 or 6, 2007, arriving with a cover letter, a printout of the details about Beatty's account, and a CD with all the text messages. There were about 210 to 220 pages of text messages when printed in small type and single-spaced. Stefani is unable to say how many messages in total there were.

Stefani still wanted the text messages after trial ended for preparation of post trial motions. He knew there would be post trial motions when the Mayor said he was "blown away" by the results and blamed the jury make-up. Stefani expected motions for new trial, directed verdict, and verdict JNOV. Stefani felt he and the jury had been tricked when the city told SkyTel not to honor the subpoena until the Judge ruled and never bringing the motion up for hearing.

No court order specifically directed the text messages be sent to Stefani's office, so he had them sent there because this is his normal procedure for discovery requests. Also, because of the trouble he had getting his early subpoena requests filled, he wanted to make sure he knew for sure when they arrived. He wanted to avoid any trickery and confusion that might result if he had them sent to the Judge Callahan.

BROWN AND NELTHROPE JURY TRIAL
(Pages 150-158)

Brown and Nelthrope's whistleblower suit went to trial in Wayne County Circuit Court in front of Judge Callahan. During the course of the trial, both Mayor Kilpatrick and Beatty testified under oath. Stefani asked both questions regarding Brown's termination, the disclosure of Nelthrope's name to the media in connection with Brown's termination, and a romantic and/or sexual relationship between the Mayor and Beatty. Stefani says, that, based on text messages, it is clear that the Mayor and Beatty perjured themselves when they denied having had a sexual relationship and explaining the motivations leading to Brown's termination.

FACILITATION
(Pages 39-41, 118-119)

The trial concluded on September 11, 2007, with the jury rendering a \$6.5 million verdict for Brown and Nelthrope. The parties were then instructed by Judge Callahan to negotiate and amount for attorney's fees. The parties met with a facilitator at Charfoos and Charfoos on October 17, 2007. Representing the City and Mayor were Valerie Colbert-Osamuede, James McCargo, Wilson Copeland, and two other younger attorneys. The facilitation was conducted with the opposing sides in separate rooms, communicating through facilitator. Prior to the facilitation the parties never discussed entering into a global settlement. Stefani was interested in global settlement, but, when he raised the issue, the facilitator informed him the defendants were not willing to negotiate a global settlement because they were unsure about their appellate options. The parties spent approximately three hours negotiating attorney's fees before coming to an impasse. Stefani agreed to accept \$475,000 - \$500,000 for attorney's fees if the defendants would

agree to a global settlement in all matters related to the case. Again, defendants declined to negotiate a global settlement.

STEFANI'S MOTION FOR ADDITIONAL ATTORNEY'S FEES

(Pages 82-83, 124-130, 174-175)

Once the parties reached this impasse, Stefani and his clients planned to leave. Before leaving, Stefani handed the facilitator a sealed envelope containing a motion for supplemental attorney's fees. Stefani told the facilitator not to read it but to give it Mr. McCargo and only Mr. McCargo. Stefani specified McCargo because he was the lead defense attorney during the facilitation. Stefani told the facilitator that the motion contained extensive excerpts from sexually explicit text messages between the Mayor and Beatty. Stefani told the facilitator the motion contained irrefutable proof that the Mayor and Beatty had perjured themselves during the trial. The facilitator warned Stefani about appearing to threaten or blackmail the defendants into a global settlement. Stefani denied this was his purpose and simply instructed the facilitator to give McCargo the motion. Stefani did not want the facilitator to see the contents of the envelope nor did the facilitator did not want to know its contents. The facilitator delivered the motion to McCargo, who spent approximately 45 minutes reading it. When McCargo finished, he sent the facilitator for Stefani. The facilitator informed Stefani that McCargo wanted to meet with him outside the building in order to discuss the motion privately. Stefani found McCargo in the parking lot where Stefani went to meet him. McCargo looked ashen or shaken up. McCargo told Stefani he had no idea. Stefani was not sure if he meant he had no idea that the text messages existed or that he had no idea Stefani had gained access to the text messages. McCargo asked if he had filed the motion, and Stefani answered that

he had not, but he that he planned to on the following day. McCargo then asked Stefani if he could have some time. Stefani agreed and went back inside.

THE CITY DECIDES TO NEGOTIATE A GLOBAL SETTLEMENT

(Pages 82-86, 96-100, 124-130)

Minutes after their meeting in the parking lot, McCargo sent for Stefani. McCargo told Stefani that, luckily, he had gotten in touch with the Mayor while the Mayor was at the airport. McCargo also indicated that John Johnson, head of the city's legal department, was on his way to the facilitation and that the City was now willing to negotiate a global settlement. Stefani met Johnson when he arrived finding him friendly and agreeable. After Johnson's arrival, the parties seriously negotiated about a global solution. By late afternoon, the parties had reached agreement on 99% of the terms. Stefani wrote the terms out on a yellow legal pad. The parties had an oral agreement to resolve all of the terms. At 4:15, the facilitator had to leave, and Colbert-Osamuede, Copeland, and McCargo agreed, at Stefani's suggestion, that everyone travel to Stefani's office where they could negotiate any additional details and reduce the entire agreement to writing.

SETTLEMENT 1

(Pages 43-45, 57-76, 131-132, 170-173)

By late evening, the parties had reduced their full agreement to writing and produced a document that reflected this agreement. Copeland, Osamuede and McCargo left Stefani's office around 8:15 and Stefani left at about 8:30. The City's attorneys were fully involved in negotiating the terms of the settlement agreement and everybody signed

the document. (This is exhibit 11 and is referred to as the original or tentative settlement agreement.) The total settlement amount for Brown, Nelthrope and Harris was \$8.4 million. Broken down, \$7.9 million went for the Brown and Nelthrope for jury verdict plus interest, \$100,000 was for attorney's fees, and \$400,000 went to Harris. This was the only money received by plaintiffs from the City. The judgment was joint and several, and plaintiffs had the right to collect from Mayor Kilpatrick as well as the city. However, Stefani assumes the payment was all city money, because all the checks received were City of Detroit checks. It appears that nothing came from Mayor Kilpatrick's account. Sometimes, Stefani questions the decision to settle for this amount believing he could have held out for more. Stefani believes he could probably have obtained closer to \$12 million, in light of the damning nature of the text messages.

The first settlement document included a confidentiality provision that referred to the Beatty/Kilpatrick text messages. The text messages, referred to as the "K/B records" directed that they be kept confidential. The first settlement further stipulated that all records pertaining to the financing of Christine Beatty's home and certain documents containing information regarding the officers also be kept confidential. Since Ms. Osamuede signed the original settlement agreement, Stefani assumes that she knew of the existence of the text messages but he does not believe she knew the content of those messages.

On October 27, 2007, Mayor Kilpatrick formally rejected the first settlement (exhibit 10). Stefani believes that the settlement was rejected because the Detroit Free Press filed a FOIA request for the settlement documents on October 19, 2007. Stefani believes a city official realized they would not want to disclose a settlement agreement

that referenced the text messages between Beatty and the Mayor and referenced the financing for Beatty's home. The City recognized that they would need to execute a settlement agreement and a separate confidentiality agreement. So the Mayor exercised his the right to reject the first settlement. The settlement was, essentially, a binding contract with a condition precedent that the Mayor and City Council must agree to it. If the Mayor or City Council rejected the settlement, it would become null and void. Thus when the mayor rejected the first settlement agreement, it did, in fact, become null and void. Stefani does not know whether the city was ever advised that the first settlement agreement existed.

Settlement 2, the Separate Confidentiality and Escrow Agreements

**SETTLEMENT 2, THE SEPARATE CONFIDENTIALITY AND ESCROW
AGREEMENTS**

(Pages 57-58, 77-95, 131-132, 147-148, 174-178, 191-193)

The first settlement agreement was scrapped, according to Stefani, because of the reference to confidential documents that the City and the Mayor did not want the Free Press to know about. Thereafter, a second settlement agreement, exhibit 12, was executed, signed by plaintiffs, their counsel, and by defendants and counsel. No mention is made within this second settlement agreement to the K/B records or to the financing of Christine Beatty's home.

In addition to the settlement agreement, the parties executed a separate confidentiality agreement, exhibit 13, effective November 01, 2007. The confidentiality agreement was intended to incorporate the confidentiality provisions of the first settlement agreement and protect against the release of certain documents the plaintiffs wanted returned, the text messages, and any information about the financing of Beatty's

home. The Plaintiffs, Stefani, Kilpatrick, Beatty and defendants' attorneys signed the confidentiality agreement. Stefani does not know whose idea the confidentiality agreement was but he knows it was not his idea. It was presented to him for signature on December 05, 2007, when the parties had a closing of the documents at Wilson Copeland's office. Present at that closing were Osamuede, Copeland and McCargo. Stefani does not know if Osamuede or Copeland were aware of the confidentiality agreement but they were at the closing meeting where Stefani signed this document. Because several people from Stefani's office reviewed the extensive text messages, the City required Stefani's employees to sign a confidentiality agreement.

Christine Beatty, individually and personally, and Kwame Kilpatrick, individually and personally, were named as parties to the confidentiality agreement, and both signed it. Stefani does not know whether Beatty consulted with an attorney regarding the agreement, but knows that Mayer Morganroth is now representing Beatty. This angers Stefani because Morganroth made a statement to the media saying the case would be appealed and the plaintiffs would probably settle for \$3 million. Stefani does not think these statements about the settlement were appropriate in light of the fact that Morganroth is now representing Beatty. Stefani believes Beatty was interested in keeping the text messages confidential because they were all messages sent to or from her pager and, thus, she had a vested interest in keeping them private.

McCargo told Stefani that, in order for the city to settle for the amount he wanted, Stefani would have to agree to keep documents relating to the financing of Beatty's home confidential. Stefani believes the reason the city and the mayor were interested in keeping these documents confidential is because the Mayor gave Christine Beatty

\$12,000 to buy her house. Stefani's confidential sources told him the Mayor helped Beatty pick the house out and gifted her money when she was unable to obtain adequate financing through Fifth/Third Bank. Stefani's understanding is that Beatty needed \$24,000 for a down payment, and Fifth/Third Bank gave her (not loaned) \$12,000, with the Mayor giving her the remaining \$12,000. Further, Stefani's sources said that the bank told Beatty the money for a down payment would have to be a gift and not a loan because nobody would believe the mayor gave her a \$12,000 gift. To make it appear legitimate, Beatty should have the Mayor channel the money through her mother. After receiving this information Stefani subpoenaed the mother's account and other information related to the financing of the home. The confidentiality agreement required all of this information turned over.

Stefani believes 5 or 6 of these agreements were executed. He received two copies, each signed by Kilpatrick and Beatty. McCargo took the remaining copies. Stefani knows McCargo did not share copies with Osamuede or Copeland. Stefani did not see Kilpatrick or Beatty receive a copy of the agreement; all he knows is they both signed it. Stefani also made copies purely for the purpose of bringing them to this deposition. Stefani did not even give a copy of this agreement to Brown or Nelthrope although they were aware of its existence and were parties to it. He took the obligation to keep everything confidential very seriously because he did not want to have to pay any money back to the city.

**PUTTING THE SETTLEMENT ON THE RECORD AND THE POST-TRIAL
VISIT TO JUDGE CALLAHAN'S CHAMBERS**

(159-169)

The settlement was placed on the record with Judge Callahan on December 11, 2007. Present that day were Brown, Nelthrope, Stefani, Osamuede, McCargo, and, possibly, Copeland. William Mitchell III was in the back of the courtroom, but did not participate. Callahan asked Brown, Nelthrope and Stefani to come into the chambers. In chambers, the Judge Callahan asked the officers what their plans were, wished them well in moving on with their lives, and briefly discussed his own children. Stefani believes that Mr. Elrick from the Free Press also requested to speak to the judge in chambers but the Judge told him he would have to wait until he was done speaking with the officers. Stefani is unaware if and when the Judge did speak with Elrick, because neither he nor the officers were present.

**MAYOR'S DESIGNATION OF REPRESENTATIVE TO RECEIVE RECORDS
UNDER THE AGREEMENT**
(52-56)

Exhibit 8 is a form in which the Mayor designated William Mitchell III as his representative for handling the documents under the confidentiality agreement.

**TURNING OVER THE CONFIDENTIAL DOCUMENTS AND THE ESCROW
ACCOUNT**
(90, 52 – 57, 103-108, 159-165)

The confidentiality agreement required Stefani to turn over all copies of the text messages to an escrow account. Stefani volunteered, during the negotiations, to remove all copies of the text messages from his office's computers. Stefani removed these files from his personal computer and his assistant's computer. No representative of the

Mayor's office came to Stefani's office to scrub his computer or even to check to see if Stefani had done so.

The parties agreed to hold, in escrow, the text messages and records that Brown and Nelthroe wanted kept confidential. These documents had been put in escrow before the agreement was reached, but the escrow agreement provided that, when the matter was fully resolved, approved by the city council, and the money paid, those documents would be released from escrow to the Mayor's designee. Stefani did not yet know Mitchell was to be the Mayor's designee at the time the parties entered the escrow agreement, or even when the parties signed the second settlement agreement, exhibit 5. The escrow agreement is encompassed by exhibits 14 and 15, which relate to the safety deposit box in which the confidential records were placed.

The parties entered into an agreement whereby Stefani and the Mayor's representative both had a key to the safety deposit box, and both keys needed to be present to open the box. When all of the conditions for taking the documents out of the box were met, Stefani sent his son Brady (a lawyer) to the bank in his place. Brady Stefani took his father's key, met Mitchell, and gave him all the records out of the box. When Brady returned to the office, he told his father he had turned everything over to Mitchell. Stefani believes the FedEx envelope, which contained the SkyTel messages, was given to Mitchell. He is not positive that the actual envelope was given to Mitchell, but he knows its contents did.

THE FREE PRESS FOIA REQUEST

(12-28, 141-146)

On October 19th, 2007, the Detroit Free Press submitted a request, under the Freedom of Information Act, for "all documents or other information related to the settlements." The City of Detroit said it had no responsive documents, and that the newspaper should submit a request at a later point in time. Schaefer submitted a broader request on November 13, 2007 asking the city to produce "all documents or other information related to the conclusion of the cases," and "any and all documents that the city or its lawyers may consider or have labeled 'confidential.'"

In response the second request, the city, on December 7, 2007, produced just two documents, the Settlement Agreement and General Release.

Regarding the portions of the text messages that the Free Press did obtain and publish, there remains a question about how the Free Press gained access to this information. Stefani denies he or anybody in his office released the information. Stefani claims he has an idea who disclosed the messages to the newspaper, but will not say anything more. He does not want to implicate the person who disclosed the messages because he believes this person did the public a service by revealing wrongdoing by the Mayor.

Exhibit 3

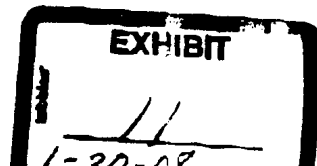
Exhibit 3 is a placeholder for a document that is not present in the provided image.

SETTLEMENT AGREEMENT

Plaintiffs' counsel, Stefani & Stefani, Professional Corporation, Mayor Kwame Kilpatrick ("Mayor") and the City of Detroit ("City") enter into this Agreement effective October 17, 2007.

In consideration of the mutual promises contained herein, the parties agree as follows:

1. Stefani & Stefani, on behalf of its clients, employees, its shareholders and investigators ("S&S") agree to transfer ownership of and surrender to an attorney designated by the Mayor and the City all records, originals and copies, of text messages from Skytel Messaging for the text pager leased by the City of Detroit and issued to Christine Beatty for the periods of September through October 2002 and April through May 2003 ("Records").
2. S&S further agrees not to file the supplemental brief for attorney fees' and costs containing the excerpted quotations from the Records and to destroy all copies of said brief and to delete from its computers all drafts of the brief and the final brief.
3. S&S agrees to require each of its employees to enter into an agreement to refrain from disclosing to any person or entity the existence or content of such Records or such supplemental brief or any other matter related to the circumstances concerning those Records or the resolution of the cases which are the subject of this Agreement. In the event that any employee of S&S violates this provision, S&S shall be responsible for liquidated damages to the City in the amount of \$2,666,666.00 and such employee shall in turn be liable for liquidated damages in the same amount to S&S.
 - a. S&S further agrees to require Gary Brown and Harold Nelthrope and Walter Harris to enter into a confidentiality agreement not to disclose the terms of this settlement to any person or entity and to agree to refer all inquiries concerning the terms of this settlement



to S&S which will simply advise such persons or entities that the Plaintiffs agreed to accept an amount substantially less than the full amount they were entitled to in order to avoid the uncertainty of a trial or an appeal.

b. Brown shall enter into an agreement with respect to the Records and information contained therein similar to the agreement entered into by S&S employees, but specifying liquidated damages of \$3 million payable to the City.

c. Nelthrope shall enter into an agreement with respect to the Records and information contained therein similar to the agreement entered into by S&S employees, but specifying liquidated damages of \$2 million payable to the City.

d. Harris shall enter into an agreement with respect to the Records and information contained therein similar to the agreement entered into by S&S employees, but specifying liquidated damages of \$400,000.00 payable to the City.

e. S&S will agree to surrender to counsel designated by the Mayor all of the documents obtained by them concerning the purchase of Christine Beatty's home and the financing thereof through Fifth Third Bank and the refinancing of the previous home in which she resided with Mr. Lou Beatty.

4. The City and the Mayor agree to settle and resolve through orders of dismissal, satisfaction of judgment, releases, or settlement agreement the following two matters:

Brown and Nelthrope v. Mayor Kwame Kilpatrick and the City of Detroit
Case No. 03-317557-NZ

Walter Harris v. Mayor Kwame Kilpatrick and the City of Detroit, et al.
Case No. 03-337670-NZ

5. The City of Detroit and the Mayor agree to pay the sum of \$8,000,000.00 in full and complete satisfaction of Case No. 03-317557-NZ.

6. The City of Detroit and Mayor Kilpatrick agree to pay the sum of \$400,000.00 inclusive of interest, attorney fees and expenses in full and complete satisfaction of Case No. 03-337670-NZ.

7. All parties and their counsel and Christine Beatty agree to enter into mutual releases for all claims arising out of or in any way related to the matters being settled by this Agreement except as to a violation of this Agreement.

8. As a condition precedent to this Agreement becoming operative, the monetary terms of this settlement must be approved by Gary Brown, Harold Nelthrope and Walter Harris. Mayor Kwame Kilpatrick and the City Council of the City of Detroit. Brown and Nelthrope shall have twenty-four (24) hours to approve this Agreement in writing, Walter Harris shall have ten (10) days to approve this Agreement in writing and the City shall have ten (10) days to obtain the approval of the Mayor in writing. The City shall have forty-five (45) days from the date hereof to obtain the approval of City Council and to notify S&S of such approval in writing. In addition, the City and the Mayor shall have twenty-one (21) days after approval by the City Council to deliver the settlement checks to S&S. In the event of a failure by any party to meet the time deadlines set forth in this paragraph 8, this Agreement shall be null and void.

Mayor Kwame Kilpatrick

By: 

And: 

City of Detroit

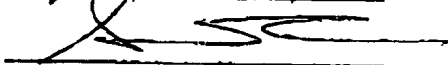
By: 

And: 

(Signatures continued on next page)

Stefani & Stefani, Professional Corporation,
Attorneys for Gary Brown, Harold Nelthrope
and Walter Harris

By: 

And: 

LAWSUIT SETTLEMENT
MEMORANDUM

PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION

**GARY BROWN and HAROLD NELTHROPE v CITY OF DETROIT and MAYOR
KWAME KILPATRICK**

WAYNE COUNTY CIRCUIT COURT CASE NUMBER: 03-317557-NZ

PLAINTIFF'S COUNSEL: MICHAEL STEFANI

**DEFENDANTS' COUNSEL: VALERIE A. COLBERT-OSAMUEDE
SAMUEL MCARGO: LEWIS &
MUNDAY, P.C.
WILSON COPELAND: GRIER &
COPELAND, P.C.**

**WALTER HARRIS v JERRY OLIVER, MAYOR KWAME KILPATRICK and THE CITY
OF DETROIT**

WAYNE COUNTY CIRCUIT COURT CASE NUMBER: 03-337670-NZ

PLAINTIFF'S COUNSEL: MICHAEL STEFANI

DEFENDANTS' COUNSEL: VALERIE A. COLBERT-OSAMUEDE

**CLAIMANTS' NAME: GARY BROWN AND HAROLD NELTHROPE
WALTER HARRIS**

Plaintiffs Brown and Nelthrope alleged a violation of the Whistle Blower Protection Act (WPA). Briefly, Brown was Deputy Chief of the Professional Accountability Bureau (PAB). In May of 2003, Brown was removed from his appointment as Deputy Chief by Mayor Kwame Kilpatrick. Brown later alleged that he was removed because he was investigating allegations of wrongdoing by the members of the Executive Protection Unit (EPU) as well as a rumored party at the Manoojian Mansion. After removal from appointment, Brown resigned from the Detroit Police Department after twenty-five years of service and filed this lawsuit.

**City Council Lawsuit Settlement Memorandum
Gary Brown et.al. v City of Detroit et. al.
W.C.C. No. 03-317557-NZ**

**Privileged and Confidential
Attorney-Client Communication**

**Walter Harris v City of Detroit et. al.
W.C.C. No. 03-3337670-NZ**

Nelthrope was a police officer and former member of the EPU. It was Nelthrope who took the allegations of wrongdoing by EPU members to Internal Affairs. After Brown was removed from appointment, a memorandum was released to the public, by the City of Detroit, which named Nelthrope as the officer who had gone to Internal Affairs. Nelthrope alleged that after his name was released, he no longer felt safe working for the Detroit Police Department (DPD). He claimed severe emotional distress. Harris was granted a Duty Disability Pension in 2004.

This matter went to trial on August 20, 2007 and concluded on September 11, 2007. The Jury returned an award to the Plaintiffs of \$ 6.5 million dollars. As of September 11, 2007 with interest this amount was approximately \$7.5 million dollars. Plaintiffs have requested approximately \$1 million dollars in attorney fees and costs. Additionally, the Plaintiffs seek mediation sanctions.

On October 17, 2007, the parties were ordered to Facilitation to determine attorney fees. At that time, the Plaintiffs expressed an interest to resolve the entire matter. After hours of negotiations, the Plaintiffs are willing to settle this matter in the amount of \$8 million dollars subject to City Council approval.

EVALUATION/LIABILITY

The Plaintiffs already have a Judgment against the Defendants in the amount of 6.5 million dollars. Interest on this Judgment accrues back to the date of the filing of the lawsuit in 2003 and continues until the Judgment is satisfied. While the Defendants believe that there are viable issues that may be appealed in this case, however should Defendants lose on appeal the City would face payment of a Judgment of over \$12 million dollars. To avoid the uncertainty of appeal, it is recommended that the Brown/Nelthrope litigation settle in the amount of \$ 8 million dollars.

WALTER HARRIS V CITY OF DETROIT ET.AL.

Harris is a former police officer and member of the EPU. On May 5, 2003, Plaintiff transferred from the EPU to the 7th Precinct. After his transfer, Plaintiff was summoned by the Michigan State Police to answer questions regarding the allegations made by Nelthrope. Plaintiff appeared and responded to the questions.

**City Council Lawsuit Settlement Memorandum
Gary Brown et.al. v City of Detroit et. al.
W.C.C. No. 03-317557-NZ**

**Privileged and Confidential
Attorney-Client Communication**

**Walter Harris v City of Detroit et. al.
W.C.C. No. 03-3337670-NZ**

Plaintiff continued to work at the 7th Precinct for approximately five months until he went out on medical leave on October 10, 2003 and later resigned his employment with the DPD on December 16, 2003.

Harris alleges that the Mayor engaged in philandering activities. Harris claims to have been a witness to the Mayor's infidelity and that he was used to facilitate such activities. Plaintiff claims that after he gave testimony to the Michigan State Police, that he was targeted by both the Mayor and the Chief of Police. Specifically he alleges that he was falsely accused by citizens and made to endure unnecessary investigations into these false allegations. Plaintiff claims that these "complaints" were orchestrated by the Mayor and the Jerry Oliver in retaliation for him giving a statement to the Michigan State Police. Harris was exonerated on each of the citizen complaints.

Harris claims that he feared for his safety as well as for the safety of his family. Upon resigning from the DPD, Harris moved his family out of state. Harris filed his lawsuit in November 2003, alleging violation of the Whistle Blower Protection Act and Wrong Discharge.

This case has received significant media attention. In fact, Harris testified in the Brown/Nelthrope trial. Harris' allegations are inflammatory and salacious and will no doubt be highly prejudicial against the Defendants should this matter proceed to trial. Given the verdict in the Brown/Nelthrope matter, as well as the fact that Harris' complaints flow from some of the same facts and circumstances, it is recommended that this matter be settled.

EVALUATION AND LIABILITY

On October 5, 2007, Plaintiff demanded \$ 1.9 million dollars to settle this matter. After further discussions, Plaintiff demanded \$ 600,000 dollars as a bottom line settlement figure. During the facilitation of the Brown/Nelthrope matter, Plaintiff expressed a desire to settle the Harris litigation in the amount of \$ 400,000 dollars.

Defendants have a Motion for Summary Disposition pending. While it is likely that the Wrongful Discharge Claim will be dismissed it is highly unlikely that the entire lawsuit will be dismissed. It is also likely, that Jerry Oliver will be dismissed as a defendant. But, it is unlikely that the Mayor and/ or the City of Detroit will be dismissed.

City Council Lawsuit Settlement Memorandum
Gary Brown et.al. v City of Detroit et. al.
W.C.C. No. 03-317557-NZ

Privileged and Confidential
Attorney-Client Communication

Walter Harris v City of Detroit et. al.
W.C.C. No. 03-3337670-NZ

RECOMMENDED SETTLEMENT

This case mediated against the Defendants for \$100,000 dollars. The Defendants rejected mediation. Ultimately, the evidence in this case presents questions of fact for a jury. The Defendants had difficulty in seating an impartial jury in the Brown/Nelthrope litigation. It is unlikely that this fact will change in the Harris litigation. It is time for all of these cases to be concluded. It is the Law Department's considered opinion that it is in the best interest of the City for the Harris matter to be resolved in the amount of Four Hundred Thousand Dollars (\$400,000.00)

TOTAL SETTLEMENT

\$8,000,000. (Brown/Nelthrope)

\$ 400, 000. (Harris)

\$8,400,000.00



CITY OF DETROIT
LAW DEPARTMENT

660 WOODWARD AVENUE
1650 FIRST NATIONAL BUILDING
DETROIT, MICHIGAN 48226-3535
PHONE 313-224-4550
FAX 313-224-5505
WWW.CL.DETROIT.MI.US

October 18, 2007

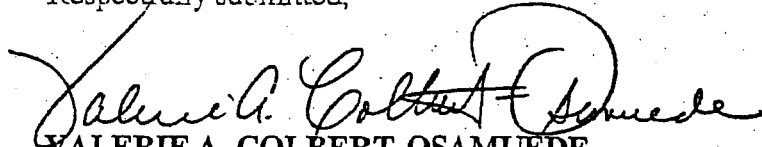
HONORABLE CITY COUNCIL

RE: WALTER HARRIS v CITY OF DETROIT, et al.
CASE NO. 03-337670 NZ

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential attorney-client privileged memorandum that is being separately hand-delivered to each member of your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **FOUR HUNDRED THOUSAND DOLLARS AND 00/100 (\$400,000.00)** is in the best interests of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **FOUR HUNDRED THOUSAND DOLLARS AND 00/100 (\$400,000.00)** and that your Honorable Body authorize and direct the Finance Director to issue a draft in that amount payable to **WALTER HARRIS AND MICHAEL STEFANI, his attorney**, to be delivered upon receipt of properly executed releases and stipulations and orders of dismissal in Wayne County Circuit Court Case No. 03-337670 NZ as approved by the Law Department.

Respectfully submitted,


VALERIE A. COLBERT-OSAMUEDE
Chief Assistant Corporation Counsel

/mr

cc: Budget Department

APPROVED:


JOHN E. JOHNSON, JR.
CORPORATION COUNSEL

K:\DOCS\LABOR\colbva37000\STLAWM6333.WPD

KWAME M. KILPATRICK, MAYOR

RESOLUTION

BY COUNCIL MEMBER _____

RESOLVED, that a settlement of the above matter be and is hereby authorized in the amount of FOUR HUNDRED THOUSAND DOLLARS AND 00/100 (\$400,000.00); and be it further

RESOLVED, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of ~~WALTER HARRIS AND MICHAEL STEFANI~~ his attorney, in the amount of FOUR HUNDRED THOUSAND DOLLARS AND 00/100 (\$400,000.00) in full payment of any and all claims which Plaintiffs may have by reason of alleged damages or injuries sustained as a result of all of the complaints contained in the Plaintiffs' Complaint in this matter, and that said amount be paid upon receipt of the properly executed Release and Settlement Agreement entered in Wayne County Circuit Court Case No. 03-337670 NZ as approved by the City Law Department.

APPROVED:



JOHN E. JOHNSON, JR.
CORPORATION COUNSEL

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

Deputy Chief GARY A. BROWN and
Police Officer HAROLD C. NELTHROPE,

Plaintiff,

Case No. 03-317557 NZ
HON. MICHAEL J. CALLAHAN

vs.

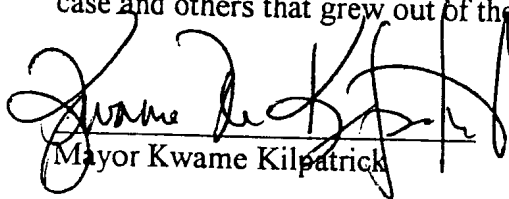
KWAME KILPATRICK, Mayor, City of
Detroit, and the CITY OF DETROIT,
a Municipal Corporation; jointly and severally,

Defendants.

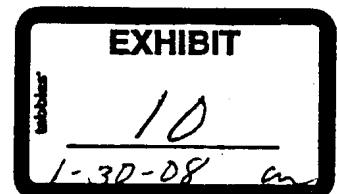
NOTICE OF REJECTION OF PROPOSED
SETTLEMENT TERMS ARISING OUT OF
OCTOBER 17, 2007 FACILITATION

NOW COMES the Defendant, Mayor Kwame Kilpatrick, and hereby issues notice that he rejects the terms, individually and collectively, proposed, discussed or otherwise arising out of the facilitation proceedings conducted on October 17, 2007.

The parties were ordered into facilitation for the sole purpose of negotiating and facilitating a resolution of any outstanding attorney fee claims of the plaintiffs. Settlement discussions and facilitation proceedings were, based on information and belief, expanded beyond the court's order for facilitation. As a result, the Defendant Mayor Kwame Kilpatrick hereby rejects any and all terms proposed for settlement of this case and others that grew out of the October 17, 2007 facilitation proceedings.


Mayor Kwame Kilpatrick

Dated: October 27, 2007



STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

Deputy Chief GARY A. BROWN and
Police Officer HAROLD C. NELTHROPE,

Plaintiff,

vs.

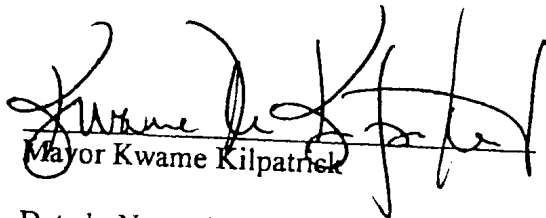
Case No. 03-317557 NZ
HON. MICHAEL J. CALLAHAN

KWAME KILPATRICK, Mayor, City of
Detroit, and the CITY OF DETROIT,
a Municipal Corporation; jointly and severally,

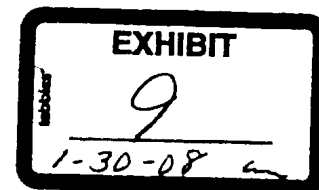
Defendants.

NOTICE OF MAYOR KWAME KILPATRICK'S
APPROVAL OF TERMS AND CONDITIONS OF
SETTLEMENT AS APPROVED BY CITY COUNCIL
ON OCTOBER 23, 2007

NOW COMES the Defendant, Mayor Kwame Kilpatrick and hereby provides notice of his approval of the terms and conditions of settlement of the above-captioned matter and the case of Walter Harris v Mayor Kwame Kilpatrick and the City of Detroit, et al, Case No: 03-337670-NZ. More specifically, the Defendant, Mayor Kwame Kilpatrick, approves the terms and conditions of settlement as described and set forth in the Settlement Agreement And Release Agreement executed by the parties and dated November 1, 2007.


Mayor Kwame Kilpatrick

Dated: November 1, 2007



SETTLEMENT AGREEMENT AND GENERAL RELEASE

This SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is entered into this 1st day of November, 2007, by and between Gary Brown and Harold Nelthorpe ("Plaintiffs"), on their behalf and on behalf of their spouses and Mayor Kwame Kilpatrick and the City of Detroit ("Defendants") on their own behalf and on behalf of their representatives, officers, agents and employees.

1. Non-Admission. This Agreement does not constitute an admission by Defendants of any violation of any law or statute or negligence. The parties agree that neither this Agreement nor the furnishing of consideration shall be deemed or construed for any purposes as evidence of an admission of liability or wrongful conduct of any kind.

2. Litigation. Plaintiff filed suit against Defendants in Wayne County Circuit Court, Case No. 03-317557-NZ, on June 2, 2003, alleging that Plaintiffs suffered personal injuries and lost wages as the result of Plaintiffs' discharges and other actions of Defendants (hereinafter the "Incidents"). Plaintiffs and Defendants desire to avoid the expense, inconvenience and distraction of further litigation, and to fully and finally resolve this litigation and any and all other claims or disputes, whether known or unknown, that have been made or could have been made by or on behalf of Plaintiffs or by or on behalf of their spouse or which could have been made by or on behalf of Defendants.

3. Consideration. In consideration for entering into this Agreement and the mutual promises contained herein, Defendants agree to pay the sum of Eight Million Dollars (\$8,000,000.00) by check in full and complete settlement of this matter upon execution of this Agreement and a dismissal with prejudice.

4. Withdrawal of Claims. Upon receipt of the payment specified in paragraph three above, Plaintiff shall sign and file with the Court a stipulation of dismissal with prejudice of the pending lawsuit. Plaintiff also agrees to withdraw any other claims, charges, or complaints that Plaintiff has initiated or that others have initiated on Plaintiff's behalf against Defendants, if any.

5. Payment of Applicable Taxes. Plaintiffs are and shall be solely responsible for all federal, state and local taxes that may be owed by each of the Plaintiffs by virtue of the receipt of any portion of the monetary payments provided under this Agreement. Each of the Plaintiffs agrees to indemnify and hold the Defendants harmless from any and all liability, including, without limitation, all penalties, interest and other costs that may be imposed by the Internal Revenue Service or other governmental agencies regarding any tax obligations that may arise from the monetary consideration made to him under this Agreement.

6. Warranties and Representations. Plaintiffs represent and warrant to Defendants the following:

a. Plaintiffs have not relied upon any representations, express or implied, made by Defendants or any of its representatives, as to the legal and/or tax consequences of this Agreement.

b. Plaintiffs have relied upon the advice of their attorney, Michael L. Stefani, have read this Agreement completely, have discussed it with their attorney and fully understand it and accept the terms thereof.

c. The terms of this Agreement are the result of arms length, good faith negotiation and compromise of disputed claims and Plaintiffs recognize that they do not constitute an admission of liability or the acceptance of responsibility by Defendants for Plaintiffs' alleged injuries, lost wages, and fringe benefits.

d. The terms of this Agreement may not be amended or modified except by express written agreement signed by Plaintiffs and the Defendants.

e. No other charge, action or claim is pending on Plaintiffs' behalf related in any way to the Incident

7. Mutual Waiver and Release of Claims. For the considerations set forth in paragraph three above, each of the Plaintiffs on their behalf and on behalf of his spouse, their decedents, dependents, heirs, executors, administrators, assigns and successors, fully, finally and forever release and discharge the Defendants, their successors, assigns, representatives, officers, agents and employees, from any and all claims and rights of any kind that either Plaintiff may have whether now known or unknown, suspected or unsuspected, including, but not limited to those arising out of or in any way connected with the Incident, Plaintiffs' alleged injuries, the lost wages and fringe benefits, or to any other matter or event occurring at any time prior to and including the date on which this Agreement is executed. Plaintiffs expressly waive and assume the risk of any and all claims for damages which exist as of the date of this Agreement, whether known or unknown to the Plaintiffs, which relate in any way to the Incident, Plaintiffs' alleged injuries, lost wages and fringe benefits, or to any other matter or event occurring at any time prior to and including the date on which this Agreement is executed, including any claim for exacerbation or progression of the alleged injuries including those not known by Plaintiffs, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect Plaintiffs' decision to enter into this Agreement. Plaintiffs further agree that each of them does and will accept the terms and conditions of this Agreement as a complete compromise of matters involving disputed issues of law and fact and assume the risk that the facts or law may be otherwise than as he may believe.

For the considerations set forth in paragraph three above, each of the Defendants on behalf of themselves, their heirs, successors, assigns, executors, representatives, officers, agents, and employees, forever release and discharge Plaintiffs, their heirs, executors, agents and attorneys, from any and all claims and rights of any kind that either Defendant may have, ~~whether known or unknown, suspected or unsuspected, including but not limited to those arising~~ out of or in any way connected with the Incident, including any discovery or investigation

undertaken by the Plaintiffs, Plaintiffs' lawyers, investigators and employees of Plaintiffs' law firm or to any other matter or event occurring at any time prior to and including the date on which this Agreement is executed, including those not known by Defendants, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect Defendants' decision to enter into this Agreement. Defendants further agree that each of them does and will accept the terms and conditions of this Agreement as a complete compromise of matters involving disputed issues of law and fact and assume the risk that the facts or law may be otherwise than as either Defendant may believe.

9. Indemnification. Plaintiffs agrees to indemnify and hold Defendants harmless in the event of a breach of this Agreement by one of the Plaintiffs and Defendants agree to indemnify and hold Plaintiffs harmless in the event of a breach of this Agreement by one of the Defendants against, without any limitation, any and all claims, damages, liabilities, costs, court costs, expenses (including reasonable actual attorney fees), causes of action or judgments based on, arising out of or in any way connected to any breach of this Agreement by the breaching party.

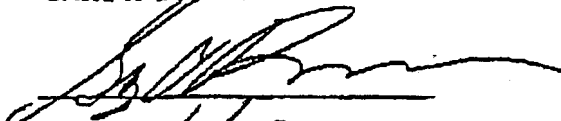
10. Prevailing Party. Plaintiffs acknowledge that the Defendants are entering into this Agreement to avoid further expense of litigation and that neither Plaintiff nor Defendants shall be considered a prevailing party for any purpose.

11. Entire Agreement. This Agreement contains the entire agreement and understanding between Plaintiffs and Defendants with respect to any and all disputes or claims that Plaintiffs have, or could have had, against Defendants as of the date this Agreement is executed, and supersedes all other agreements between Plaintiffs and Defendants with regard to such disputes or claims and may not be amended except in a writing signed by all of the parties.

12. Severability. The invalidity or unenforceability of any portion of this Agreement shall not affect or impair the other portions, which shall remain in full force and effect. If any portion of this Agreement is found invalid, the parties agree to enter into a full and general release that is not invalid.

13. Choice of Law. This Agreement is to be interpreted pursuant to the law of Michigan.

GARY A. BROWN


Date: 11/1/07

Subscribed and sworn to before me on this 1st day of November, 2007, by Gary A. Brown, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Michael R. Stefani
Notary Public
Oakland County,
My Commission Expires: 1.07.10

HAROLD C. NELTHROPE

Harold C. Nelthrope
Date: 11-01-07

Subscribed and sworn to before me on this 1st day of November, 2007, by Harold C. Nelthrope, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Michael R. Stefani
Notary Public
Oakland County,
My Commission Expires: 1.7.10
(signatures continued on next page)
KWAME M. KILPATRICK

By: Samuel M. Kilpatrick
Samuel M. Kilpatrick
Date: 12/5/07

Subscribed and sworn to before me on this 5th day of December, 2007, by Samuel M. Kilpatrick, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Camela W. Gay
Notary Public

CAMELA W. GAY
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Dec 30, 2010
ACTING IN COUNTY OF Wayne

My Commission Expires:

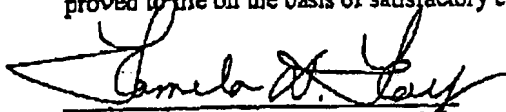
CITY OF DETROIT

By: 

Its: Authorized Agent

Date: 12/5/07

Subscribed and sworn to before me on this 5th day of December 2007, by Wilson A. Copeland II, authorized agent for The City of Detroit, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.



Notary Public

County,

My Commission Expires:

PAMELA D. RAY
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Dec 30, 2010
ACTING IN COUNTY OF Wayne

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is entered into this ___ day of November, 2007, by and between Walter Harris ("Plaintiff"), on his own behalf and on behalf of his spouse and any other person who may be able to claim damages for loss of consortium as the result of his alleged injuries, and Mayor Kwame Kilpatrick and the City of Detroit ("Defendants") on their own behalf and on behalf of their representatives, officers, agents and employees.

1. Non-Admission. This Agreement does not constitute an admission by Defendants of any violation of any law or statute or negligence. The parties agree that neither this Agreement nor the furnishing of consideration shall be deemed or construed for any purposes as evidence of an admission of liability or wrongful conduct of any kind.

2. Litigation: Plaintiff filed suit against Defendants in Wayne County Circuit Court, Case No. 03-337670-NZ, on November 13, 2003, alleging that Plaintiff suffered personal injuries and lost wages as the result of Plaintiff being retaliated against and constructively discharged and other actions of Defendants (hereinafter the "Incidents"). Plaintiff and Defendants desire to avoid the expense, inconvenience and distraction of further litigation, and to fully and finally resolve this litigation and any and all other claims or disputes, whether known or unknown, that have been made or could have been made by or on behalf of Plaintiff or by or on behalf of his spouse or which could have been made by or on behalf of Defendants.

* 3. Consideration. In consideration for entering into this Agreement and the mutual promises contained herein, Defendants agree to pay the following sums by check payable solely to Plaintiff's attorney's trust account or to Plaintiff's attorney, that is, not payable jointly to Walter Harris:

Lost wage and pension benefits	\$200,000.00
Personal physical injury	\$200,000.00
Total Settlement	\$400,000.00

These payments will be made upon execution of this Agreement and a dismissal with prejudice with the Court.

4. Withdrawal of Claims. Upon receipt of the payment specified in paragraph three above, Plaintiff shall deliver to Defendants a signed stipulation and order of dismissal with prejudice of the pending lawsuit; Defendants shall have the order entered by the court and provide a true copy to Plaintiff's attorney; Plaintiff also agrees to withdraw with prejudice any other claims, charges or complaints that Plaintiff has initiated or that others have initiated on Plaintiff's behalf against Defendants, if any.

W.H. Harris
W. Harris
W. Harris
 In further consideration, Plaintiff agrees never to seek reinstatement with the City of Detroit and/or employment with the City of Detroit.

5. Payment of Applicable Taxes. Plaintiff is and shall be solely responsible for all federal, state and local taxes that may be owed by the Plaintiff by virtue of the receipt of any portion of the monetary payments provided under this Agreement. Plaintiff agrees to indemnify and hold the Defendants harmless from any and all liability, including, without limitation, all penalties, interest and other costs that may be imposed by the Internal Revenue Service or other governmental agencies regarding any tax obligations that may arise from the monetary consideration made to him under this Agreement.

6. Warranties and Representations. Plaintiff represents and warrants to Defendants the following:

a. Plaintiff has not relied upon any representations, express or implied, made by Defendants or any of its representatives, as to the legal and/or tax consequences of this Agreement.

b. Plaintiff has relied upon the advice of his attorney, Michael L. Stefani, has read this Agreement completely, has discussed it with his attorney and fully understands it and accepts the terms thereof.

c. The terms of this Agreement are the result of arms length, good faith negotiation and compromise of disputed claims and Plaintiff recognizes that it does not constitute an admission of liability or the acceptance of responsibility by Defendants for Plaintiff's alleged injuries and lost wages.

d. The terms of this Agreement may not be amended or modified except by express written agreement signed by Plaintiff and the Defendants.

e. No other charge, action or claim is pending on Plaintiff's behalf related in any way to the Incidents.

7. Mutual Waiver and Release of Claims. For the considerations set forth in paragraph three above, the Plaintiff on his behalf and on behalf of his spouse, his decedents, dependents, heirs, executors, administrators, assigns and successors, fully, finally and forever released and discharged the Defendants, their successors, assigns, representatives, officers, agents and employees, from any and all claims and rights of any kind that Plaintiff may have whether now known or unknown, suspected or unsuspected, including, but not limited to those arising out of or in any way connected with the Incidents, Plaintiff's alleged injuries and lost wages, or to any other matter or event occurring at any time prior to and including the date on which this Agreement is executed. Plaintiff expressly waives and assumes the risk of any and all claims for damages which exist as of the date of this Agreement, whether known or unknown to the Plaintiff, which relate in any way to the Incidents, Plaintiff's alleged injuries and lost wages, or to any other matter or event occurring at any time prior to and including the date on which this Agreement is executed, including any claim for exacerbation or progression of the alleged injuries including those not known by Plaintiff, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect Plaintiff's decision to

enter into this Agreement. Plaintiff further agrees that he accepts the terms and conditions of this Agreement as a complete compromise of matters involving disputed issues of law and fact and assume the risk that the facts or law may be otherwise than as he may believe.

For the considerations set forth in paragraph three above, each of the Defendants on behalf of themselves, their heirs, successors, assigns, executors, representatives, officers, agents, and employees, forever release and discharge Plaintiff, his heirs, executors, agents and attorneys, from any and all claims and rights of any kind that either Defendant may have, whether known or unknown, suspected or unsuspected, including but not limited to those arising out of or in any way connected with the Incidents, including any discovery or investigation undertaken by the Plaintiff, Plaintiff's lawyers, investigators and employees of Plaintiff's law firm or Plaintiff's assistance to Gary Brown or Harold Nelthorpe in their law suits against the Defendants including his testimony in that law suit and any other manner or event occurring at any time prior to and including the date on which this Agreement is executed, including those not known by Defendants, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect Defendants' decision to enter into this Agreement. Defendants further agree that each of them does and will accept the terms and conditions of this Agreement as a complete compromise of matters involving disputed issues of law and fact and assume the risk that the facts or law may be otherwise than as either Defendant may believe.

9. Indemnification. Plaintiff agrees to indemnify and hold Defendants harmless in the event of a breach of this Agreement by him personally and Defendants agree to indemnify and hold Plaintiff harmless in the event of a breach of this Agreement by one of the Defendants against, without any limitation, any and all claims, damages, liabilities, costs, court costs, expenses (including reasonable actual attorney fees), causes of action or judgments based on, arising out of or in any way connected to any breach of this Agreement by the breaching party.

10. Prevailing Party. Plaintiff acknowledges that the Defendants are entering into this Agreement to avoid further expense of litigation and that neither Plaintiff nor Defendants shall be considered a prevailing party for any purpose.

11. Entire Agreement. This Agreement contains the entire agreement and understanding between Plaintiff and Defendants with respect to any and all disputes or claims that Plaintiff has, or could have had, against Defendants as of the date this Agreement is executed, and supersedes all other agreements between Plaintiff and Defendants with regard to such disputes or claims and may not be amended except in a writing signed by all of the parties.

12. Severability. The invalidity or unenforceability of any portion of this Agreement shall not affect or impair the other portions, which shall remain in full force and effect. If any portion of this Agreement is found invalid, the parties agree to enter into a full and general release that is not invalid.

13. Choice of Law. This Agreement is to be interpreted pursuant to the law of Michigan.

Walter Harris

Walter Harris

Date: 11/01/07

KWAME M. KILPATRICK

By: William A. Gillett
Attorney for Defendants

Date: 12/05/07

CITY OF DETROIT

By: William A. Gillett
Attorney for Defendants

Its: Authorized Agent

Date: 12/05/07

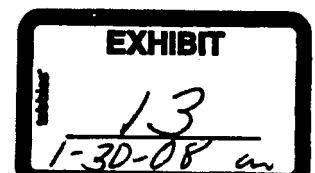
CONFIDENTIALITY AGREEMENT

Plaintiffs Gary Brown, Harold Nelthrope and Walter Harris ("Plaintiffs"), and their attorneys, Stefani & Stefani, Professional Corporation ("S&S") enter into this Agreement by and through their attorneys, with Kwame Kilpatrick ("Kilpatrick), individually and personally, and Christine Beatty ("Beatty"), individually and personally, effective November 1, 2007. In consideration of the mutual promises contained herein, the parties agree as follows:

1. Plaintiffs, Kilpatrick and the City of Detroit have heretofore agreed to settle and resolve through orders of dismissal and settlement agreements and releases (dated November 1, 2007) for a total amount of \$8,400,000.00 the following two matters:

- a) Brown and Nelthrope vs. Mayor Kwame Kilpatrick and the City of Detroit, Case No. 03-317557-NZ; and
- b) Walter Harris vs. Mayor Kwame Kilpatrick and the City of Detroit, et al, Case No. 03-337670-NZ.

2. During the pendency of the above-described lawsuits, plaintiffs obtained possession of or access to certain records containing information regarded as personal, private and confidential records of Kilpatrick and Beatty that were not used or introduced as evidence in



the trial or any other dispositive proceedings in the lawsuits described herein above. In addition, defendants obtained possession of or access to records containing information regarded as personal and private of the plaintiffs, Brown and Nelthrope that were not used, in whole or part, in the trial of the above-described cases or in any dispositive proceedings relating thereto.

3. The parties are desirous of an exchange and return of possession and ownership of the private and confidential records that were not used in the above-described litigation, or in any dispositive proceedings related thereto. Therefore, the parties have entered into this confidentiality agreement to mutually exchange and protect the confidentiality of the private records that are the subject of this confidentiality agreement.

4. Regarding the private and confidential records referenced above, the parties agree as follows:

a) Plaintiffs and S&S, by and through their attorneys S&S, agree to surrender to counsel and/or representatives designated by Kilpatrick all of the documents obtained by plaintiffs concerning the purchase of Christine Beatty's home, the financing through Fifth Third Bank and the refinancing of the previous home in which she resided with Mr. Lou

Beatty. In addition, Plaintiffs and S&S, by and through S&S, agree to transfer ownership of and surrender to counsel and/or representatives designated by Kilpatrick, all original records and all copies of such records made by them of records obtained from Skytel for the text pager issue to Christine Beatty for the period September through October, 2002 and April through May 2003. Collectively, these records shall be hereinafter referred to as "K&B records". This agreement to surrender ownership and possession of the K&B records extends to and also covers plaintiffs' attorneys, S&S, its clients, employees, shareholders and investigators. Plaintiffs and their attorneys further agree to maintain in the strictest confidence, the contents of any and all of the K&B records that came into their custody or control, or to which they have had access.

b) Plaintiffs and their attorneys agree not to disclose such records in any fashion, including pleadings in court relating to the resolution and settlement of claims of damages, attorney fees and/or costs. S&S agrees to require each of its employees to enter into an agreement to refrain from disclosing to any person or entity the existence or contents of such

entitled to in order to avoid the uncertainty of a trial or an appeal and that all parties have agreed to keep the specific terms of the settlement private. In addition, S&S shall promptly notify (by e-mail or fax to the e-mail address or fax number provided to S&S in writing) Christine Beatty and Kwame Kilpatrick of any inquiry received by it as to the specific terms, or specific content of this Confidentiality Agreement.

d) Brown shall enter into an agreement with respect to the K&B records and information contained therein similar to the agreement entered into by S&S employees, specifying liquidated damages of \$3,000,000.00 payable to the City.

e) Nelthrope shall enter into an agreement with respect to the K&B records and information contained therein similar to the agreement entered into by S&S employees, but specifying liquidated damages of \$2,000,000.00 payable to the City.

f) Harris shall enter into an agreement with respect to the K&B records and information contained therein similar to the agreement entered into by S&S employees, but specifying liquidated damages of \$400,000.00 payable to the City.

g) Kilpatrick, Beatty and the City of Detroit agree to surrender to S&S, all of the original documents obtained by them and all copies of such documents made by them concerning the psychiatric medical records of Harold Nelthrope in this litigation and/or by subpoena under Case No. 03-317557-NZ, including but not limited to Brighton Hospital records containing any reference to family history. In addition, Kilpatrick, Beatty and the City shall surrender to S&S all documents obtained by them and all copies of such documents made by them concerning and involving the investigative records regarding any family members of Gary Brown obtained in this litigation and/or by subpoena under Case No. 03-317557-NZ. These records shall hereafter be referred to as "N&B records". This agreement to surrender N&B records shall extend to representatives, agents and attorneys of Kilpatrick and Beatty.

h) Kilpatrick and Beatty further agree to maintain in the strictest confidence, the contents of any and all of the N&B records in their custody or control, or to which they have had access. Kilpatrick, Beatty and their attorneys agree not to disclose such records in any fashion, including

pleadings in court relating to the resolution and settlement of claims of damages, attorney fees and/or costs.

i) In the event Kilpatrick or Beatty personally, or any of their personal attorneys, agents or other persons acting on their personal behalf and with their knowledge violate this Agreement by making disclosures prohibited by the terms of this Agreement, Brown and Nelthrope shall be entitled to equitable remedies, including declaratory and injunctive relief, and liquidated damages in the amount of \$100,000.00 payable to Brown and/or Nelthrope depending on whether the violation relates to Nelthrope or Brown or to both Nelthrope and Brown (in which case the liquidated damages shall be \$200,000.00. Kilpatrick and Beatty acknowledge that disclosure of the N&B records or information contained therein or breach of this Agreement will give rise to irreparable injury to Brown and/or Nelthrope, which is inadequately compensable in damages. Accordingly, Brown and/or Nelthrope may seek and obtain injunctive relief against the breach or threatened breach of this Agreement, in addition to any other legal remedies which may be available. Kilpatrick and Beatty further

acknowledge and agree that the covenants contained herein are necessary for the protection of the privacy rights of Brown and Nelthrope, and are reasonable in scope and content.

5. Any notice required or permitted under this Agreement shall be given in writing and shall be deemed effective immediately when given upon personal delivery, one business day after transmittal if sent by email or fax, or three days after mailing if mailing by registered or certified mail with postage and fees prepaid, addressed to the other party at the last known address of said party, or at such other address that such party may designate.

6. This Agreement is entered into between the parties in Michigan, and shall be governed by and construed in accordance with the laws and decisions of the State of Michigan.

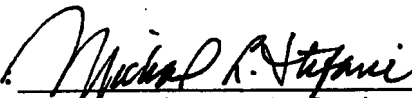
7. All provisions of this Agreement are intended to be interpreted and construed in a manner to make such provisions valid, legal and enforceable. The invalidity or unenforceability of any phrase or provision shall in no way effect the validity or enforceability of any other portion of this Agreement, which shall be deemed modified, restricted, or admitted to the extent necessary to make this Agreement enforceable.

8. This Agreement represents the entire understanding of the parties with respect to the specific subject matter of this Agreement and supersedes all previous understandings, written or oral, between the parties with respect to the subject matter.

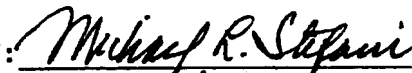
9. This Agreement may only be amended with the written consent of the parties or their successor or, where permitted, assigns, and no oral waiver or amendment shall be effective under any circumstances whatsoever.

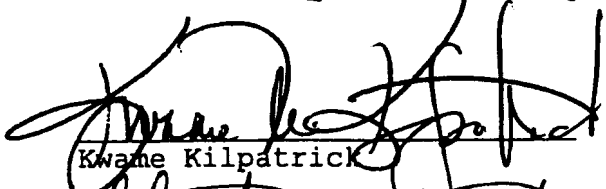
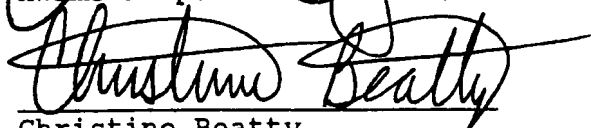
10. In witness whereof, the parties have signed this Agreement on this 1st day of November, 2007.

Plaintiffs, Brown, Nelthrope
& Harris

BY: 
Michael E. Stefani, Esq.

Stefani & Stefani

BY: 
Michael E. Stefani, Esq.


Kwame Kilpatrick

Christine Beatty

ESCROW AGREEMENT

This Agreement is entered into effective October 17, 2007 by Stefani & Stefani, Professional Corporation ("S&S") and SAMUEL McCARGO, representative of Mayor Kwame Kilpatrick ("Representative").

In consideration of the promises contained herein, the parties agree as follows:

1. Both parties shall use their best efforts to obtain the approvals necessary to consummate the proposed settlement agreement entered into October 17, 2007 ("Settlement Agreement") resolving the cases of:

Brown and Nelthorpe v. City of Detroit and Mayor Kwame Kilpatrick
Case No. 03-317557-NZ

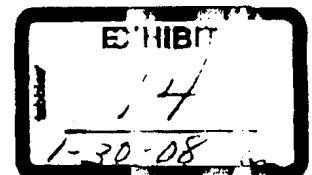
Harris v. City of Detroit and Mayor Kwame Kilpatrick, et al.
Case No. 03-337670-NZ

2. The parties agree to place the Records as defined in the proposed Settlement Agreement in a safe deposit box with a banking institution agreed upon by the parties with access to such box restricted to the parties together, that is in order for either party to gain access to the box, such party must be accompanied by the other party.

3. Representative agrees that Representative will cooperate with S&S in gaining access to the Records in the box to allow S&S to regain possession of such records promptly but in no event longer than one business day upon the occurrence of either of the following developments:

(a) The expiration of the time allowed for any approval or the payments of the settlement amounts provided for in the proposed Settlement Agreement without such approval having been made and notice in writing thereof provided to the other parties of the proposed Settlement Agreement or without such payments having been made.

(b) A motion being filed or other action whether judicial or non-judicial being taken, except an action to enforce the provisions of this Escrow Agreement, by the City of Detroit, Mayor Kwame Kilpatrick or by any person or organization acting on their behalf



to gain access to the Records or to have such Records destroyed, suppressed, or turned over to any court, the City or the Mayor, or any other body or entity prior to the payments provided for in the proposed Settlement Agreement.

4. S&S agrees that S&S will cooperate with Representative in gaining access to the Records in the box to allow Representative to obtain possession of such Records promptly, but in no event longer than one business day upon the occurrence of either of the following developments:

(a) A motion being filed or other action taken other than an action to enforce the provisions of this Escrow Agreement by S&S to gain access to the Records or to have such Records destroyed or turned over to any court, S&S, Brown, Nelthrope or Harris prior to one of the events described in 3(a) above.

(b) A motion being filed or other action taken, other than an action to enforce the provisions of the Escrow Agreement, by any other person or organization acting on behalf of S&S or on behalf of Brown, Nelthrope or Harris to gain access to the Records or to have such Records destroyed or turned over to any court, S&S, Brown, Nelthrope or Harris prior to one of the events described in 3(a) above.

5. S&S agrees that it will cooperate with Representative in gaining access to the Records in the box to allow such Records to be delivered to Mayor Kwame Kilpatrick promptly and in no event longer than one business day upon the payment of the settlement amounts (in immediately available funds) provided for in the proposed Settlement Agreement and the execution of the releases provided in such Agreement.

4. Representative agrees to pay the rental fees for said box timely.

7. If either party should violate the terms of this Agreement, that party shall be responsible for reimbursing the other party for all costs incurred by it, including actual reasonable attorney fees to enforce the terms of this Agreement whether or not such enforcement action involves the commencement of court action.

Representative

Samuel McCargo (Et)
By: SAMUEL MCCARGO

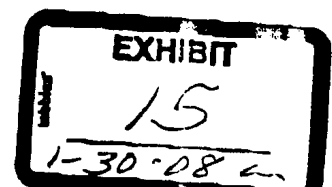
Stefani & Stefani,
Professional Corporation

Michael L. Stefani
By: Michael L. Stefani
Its: Chairman

Supplement to Escrow Agreement

This supplement to Escrow Agreement is entered into effective October 22, 2007 by Michael L. Stefani ("Stefani") representative of the Plaintiffs, and Samuel E. McCargo ("McCargo") representative of Mayor Kwame Kilpatrick. In consideration of the promises contained herein, the parties agree as follows:

1. The parties, pursuant to the terms and conditions of the Escrow Agreement dated October 17, 2007, opened a Comerica Safe Deposit; and entered into a Comerica Safe Deposit Lease Agreement for Box No. 323 at branch No. 149.
2. The terms and conditions of the Lease Agreement require that each party receive a key for access to the safe deposit box, and that each party may under the terms and conditions of the safe deposit Escrow Agreement card access the box without the participation of the other
3. The terms of the Escrow Agreement dated October 17, 2007 requires that the parties limit access to any such storage facility in such a way that the storage facility may not be accessed unless both parties are present and participate in accessing the storage facility (safe deposit box) under the terms and conditions of the Escrow Agreement dated October 17, 2007
4. In furtherance of the Escrow Agreement, the parties hereto agree that neither party shall access the Comerica Safe Deposit Box (Box No. 323 at Branch No. 149), in the absence of the other party. Any violation of this provision shall be considered a violation of the terms and conditions of the Escrow Agreement dated October 17, 2007 and subject the violating party



to the terms and conditions as set forth in the Escrow Agreement. Specifically, the parties hereby adopt and incorporate by reference in this Agreement the terms and conditions of paragraphs 3 and 4 of the Escrow Agreement dated October 17, 2007. The Escrow Agreement is attached hereto as Exhibit A.

By: Michael L. Stefani
Michael L. Stefani (P20938)
STEFANI AND STEFANI
Attorneys for Plaintiffs

By: Samuel E. McCargo
Samuel E. McCargo (P25298)
LEWIS & MUNDAY, P.C.
Co-Counsel for Kwame Kilpatrick, Only


**NOTICE OF DESIGNATION OF REPRESENTATIVE
FOR PURPOSES OF RECEIPT OF RECORDS AND
NOTICES OF INQUIRIES UNDER CONFIDENTIALITY AGREEMENT**

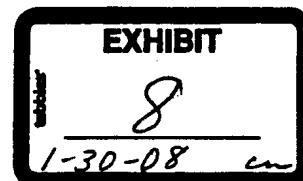
Notice is hereby given to Plaintiffs Brown, Nelthrope, Harris and their attorneys, Stefani and Stefani of the designated representative of Kwame Kilpatrick and Christine Beatty for purposes of delivery and receipt of the "K/B Records" described in the Confidentiality Agreement executed between the above described parties on or about November 1, 2007. The designated representative shall be:

William Mitchell, III - P31031
Mitchell Lord & Associates PLLC
2000 Town Ctr Ste 1000
Southfield, MI 48075

Phone: (248) 415-2225
Fax: (248) 415-2235
E-mail: wmitchell@mitchelllord.com

This designation shall remain in effect until changed in writing by the undersigned.


KWAME KILPATRICK
DATED: NOVEMBER 1, 2007



www.freep.com

Detroit Free Press

600 WEST FORT STREET DETROIT, MICHIGAN 48226 (313) 222-6400

Jim Schaefer
Staff Writer
313-223-4542
jschaefer@freepress.com

Oct. 19, 2007

Elen Ha
Supervising Assistant Corporation Counsel
Detroit Law Department
Freedom of Information Section

FOIA REQUEST: Brown & Nethrope vs. Kilpatrick & City of Detroit
AND Harris vs Kilpatrick & City of Detroit

Dear Ms. Ha:

Pursuant to the Michigan Freedom of Information Act (MCLA 15.231, et seq.), I request access to and copies of the following records:

The entire settlement agreements in the two separate Wayne County Circuit Court lawsuits between the above-mentioned parties. This request includes but is not limited to all documents, attachments, exhibits, notes or other information related to the settlements.

If you have any questions, please call me. If this request is denied, in whole or in part, I ask that you provide legal justification in writing for each redaction, while providing all non-exempt material as the law requires.

I agree to pay reasonable copying charges, as allowed under the FOIA. However please notify me in advance if you expect those charges will exceed \$200. As the release of this information will be used in a news article and will primarily benefit the public, I request that any fees be waived.

I look forward to hearing from you within five business days as required by law.

Sincerely,

Jim Schaefer
Staff Writer

>K&GHTFIDDER>



CITY OF DETROIT
LAW DEPARTMENT

FIRST NATIONAL BUILDING
660 WOODWARD AVE., STE. 1650
DETROIT, MICHIGAN 48226-3535
PHONE 313-224-4550
FAX 313-224-5505
WWW.CLDetroit.MI.US

October 29, 2007

Jim Schaefer
Staff Writer
Detroit Free Press
600 West Fort Street
Detroit, Michigan 48226

RE: Freedom of Information Act Request Dated October 19, 2007 Concerning
Settlement Agreements in Brown and Nelthorpe v Mayor Kilpatrick and the
City of Detroit and Harris v Mayor Kilpatrick and the City of Detroit

Dear Mr. Schaefer:

This letter serves as the City of Detroit's response to the above-referenced matter. Your letter was received at the City of Detroit Law Department Freedom of Information Section, via facsimile, on October 19, 2007. Because your letter was received by e-mail, your request is deemed, pursuant to Section 5(1) of the Michigan Freedom of Information Act, as amended, being MCL 15.235(1), to have been received at the Law Department on the next business day, October 22, 2007. Pursuant to Section 5(2) of the Michigan Freedom of Information Act, as amended, being MCL 15.235(2), our response is due within five (5) business days.

Your letter requests:

"The entire settlement agreements in the two separate Wayne County Circuit Court lawsuits between the above-mentioned parties [Brown and Nelthorpe v Mayor Kilpatrick and the City of Detroit and Harris v Mayor Kilpatrick and the City of Detroit]. This request includes but is not limited to all documents, attachments, exhibits, notes or other information related to the settlements."

Your request is denied, at this time, pursuant to MCL 15.235(4)(b). It is our understanding that, currently, there is no settlement agreement and the parties are working on the details of the agreement. Therefore, if you re-submit your request at a later time, we will re-process your request.

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KENNETH M. KILPATRICK, MAYOR



Jim Schaefer
October 29, 2007
Page 2

Please be advised that, pursuant to Section 10 of the Michigan Freedom of Information Act, being MCL 15.240, a person receiving a written denial of a request may do one of the following:

- 1) Submit a written appeal to the head of the public body denying the request. Such appeal, if submitted, should specifically state the word "appeal" and identify the reason or reasons for reversal of the denial. MCL 15.240(1)(a); or
- 2) Commence an action in the circuit court to compel the disclosure of the public records within 180 days after the public body's denial of the request. MCL 15.240(1)(b). If a court finds that the information withheld by a public body is not exempt from disclosure, the requesting party may receive the requested record and, at the discretion of the court, reasonable attorney fees and/or costs. MCL 15.240(6) and (7).

Very truly yours,

Ellen Ha, Supervising
Assistant Corporation Counsel
Freedom of Information Section
(313) 237-5067

EH/

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KWAME M. KILPATRICK, MAYOR

Detroit Free Press

600 WEST FORT STREET DETROIT, MICHIGAN 48226 (313) 222-6400

Jim Schaefer
Staff Writer
313-223-4542
jschaefer@freepress.com

Nov. 13, 2007

Ellen Ha
Supervising Assistant Corporation Counsel
Detroit Law Department
Freedom of Information Section

FOIA REQUEST (2nd FILING): Brown & Nelthrope vs. Kilpatrick & City of Detroit
AND Harris vs Kilpatrick & City of Detroit

Dear Ms. Ha:

Pursuant to the Michigan Freedom of Information Act (MCLA 15.231, et seq.), I request access to and copies of the following records:

The entire **settlement agreements** in the two separate Wayne County Circuit Court lawsuits between the above-mentioned parties. This request includes but is not limited to all documents, attachments, exhibits, notes, records or other information related to the conclusion of the cases. This request includes any and all documents that the City or its lawyers may consider or have labeled "confidential." It also includes but is not limited to all such documents or records produced by or for city officials, staff attorneys or lawyers contracted by the city.

If you have any questions, please call me. If this request is denied, in whole or in part, I ask that you provide legal justification in writing for each redaction, while providing all non-exempt material as the law requires.

I agree to pay reasonable copying charges, as allowed under the FOIA. However please notify me in advance if you expect those charges will exceed \$200. As the release of this information ~~will be used in a news article and will primarily benefit the public, I request that any fees be~~ waived.

I look forward to hearing from you within five business days as required by law.

Sincerely,

Jim Schaefer
Staff Writer



CITY OF DETROIT
LAW DEPARTMENT

660 WOODWARD AVENUE
1650 FIRST NATIONAL BUILDING
DETROIT, MICHIGAN 48226-3535
PHONE 313-224-4550
FAX 313-224-5505
WWW.CI.DETROIT.MI.US

December 7, 2007

Jim Schaefer
Staff Writer
Detroit Free Press
600 West Fort Street
Detroit, Michigan 48226

RE: Freedom of Information Act Request No. A32250.020773 Dated November 13, 2007 Concerning Settlement Agreements in Brown and Nelthorpe v Mayor Kilpatrick and the City of Detroit and Harris v Mayor Kilpatrick and the City of Detroit

Dear Mr. Schaefer:

This letter serves as the City of Detroit's response to the above-referenced matter. Your letter was received at the City of Detroit Law Department Freedom of Information Section, via e-mail and facsimile, on November 13, 2007. Because your letter was received by e-mail and facsimile, your request is deemed, pursuant to Section 5(1) of the Michigan Freedom of Information Act, as amended, being MCL 15.235(1), to have been received at the Law Department on the next business day, November 14, 2007. In accordance with Section 5(2)(d) of the Michigan Freedom of Information Act, as amended, being MCL 15.235(2)(d), we sent a letter on November 19, 2007 extending the City's time to respond to today.

Your letter requests:

"The entire settlement agreements in the two separate Wayne County Circuit Court lawsuits between the above-mentioned parties [Brown and Nelthorpe v Mayor Kilpatrick and the City of Detroit and Harris v Mayor Kilpatrick and the City of Detroit]. This request includes but is not limited to all documents, attachments, exhibits, notes or other information related to the conclusion of the cases. This request includes any and all documents that the City or its lawyers may consider or have labeled 'confidential.' It also includes but is not limited to all such documents or records produced by or for city officials, staff attorneys or lawyers contracted by the city."

Your request is granted in part and denied in part, pursuant MCL 15.243(1)(d) and (g), for the reasons, respectively, that the memoranda to the Detroit City Council pertaining to the settlements are exempt from disclosure under the Michigan Open Meetings Act and that they are exempt from ~~disclosure under the attorney-client privilege~~

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KWAME M. KILPATRICK, MAYOR




Jim Schaefer
December 7, 2007
Page 2

The record consists of nine (9) pages. Enclosed please find one (1) copy of the same. Because the enclosed record comprises less than ten (10) pages, no copying costs have been assessed.

Please be advised that, pursuant to Section 10 of the Michigan Freedom of Information Act, being MCL 15.240, a person receiving a written denial of a request may do one of the following:

- 1) Submit a written appeal to the head of the public body denying the request. Such appeal, if submitted, should specifically state the word "appeal" and identify the reason or reasons for reversal of the denial. MCL 15.240(1)(a); or
- 2) Commence an action in the circuit court to compel the disclosure of the public records within 180 days after the public body's denial of the request. MCL 15.240(1)(b). If a court finds that the information withheld by a public body is not exempt from disclosure, the requesting party may receive the requested record and, at the discretion of the court, reasonable attorney fees and /or costs. MCL 15.240(6) and (7).

Very truly yours,


Ellen Ha, Supervising
Assistant Corporation Counsel
Freedom of Information Section
(313) 237-5067

EH/

GRIER, COPELAND & WILLIAMS

ATTORNEYS AND COUNSELLORS

A PROFESSIONAL CORPORATION

FORD BUILDING

615 GRISWOLD ST STE 400

DETROIT MI 48226-3900

(313) 961-2600

FAX (313) 961-8849

WILSON A. COPELAND II
RHONDA Y. REID WILLIAMS
EULA J. JOHNSON

BENNIE L. GRIER
1837-1008

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CITY OF DETROIT
LAW DEPARTMENT
FINANCIAL MANAGEMENT UNIT

OUR FILE NO. 3501-18

November 29, 2007

Valerie Colbert-Osamuede, Esq.
City of Detroit Law Department
1650 First National Building
Detroit, Michigan 48226

Re: Deputy Chief Gary A. Brown and Police Officer Harold C. Nelthrope
-vs- Jerry A. Oliver, Sr., Chief of Police, Kwame Kilpatrick, Mayor,
City of Detroit, Robert Berg, Media Consultant to the City of Detroit,
and the City of Detroit, a Municipal Corporation, Jointly & Severally
C/A No: 03-317-557-NZ
Invoice No: 34-01-18

Dear Ms. Colbert-Osamuede:


Enclosed herein, please find our Interim Bill in the amount of \$9,579.14 for professional services rendered for the month of October, 2007 with respect to the above captioned matter. Please note that there is an outstanding balance of \$95,404.12 currently due on your account, making the total amount due at this time \$104,983.26.

I kindly request that you make direct payment to "Grier, Copeland & Williams, P.C." at your earliest convenience.

Should you have any questions or comments in this regard, please do not hesitate to contact me.

Sincerely yours,

GRIER, COPELAND & WILLIAMS, P. C.


WILSON A. COPELAND, II

WAC/lcd
Enclosures

RECEIVED
NOV 30 2007

CITY OF DETROIT
LAW DEPARTMENT
LABOR & EMPLOYMENT LAW DIVISION

GRIER, COPELAND & WILLIAMS, P.C.

615 GRISWOLD
400 FORD BUILDING
DETROIT, MI 48226

Wilson A. Copeland, II
Rhonda Y. Reid Williams
Eula J. Johnson

(313) 961-2600 Office
(313) 961-8649 Fax

Invoice submitted to:
CITY OF DETROIT LAW DEPT.
1650 FIRST NATIONAL BLDG.
DETROIT-MI-48226
ATTENTION: VALERIE
COLBERT-OSAMUEDE, ESQ.

November 29, 2007

In Reference To: DEPUTY CHIEF GARY A. BROWN and POLICE OFFICER
HAROLD C. NELTHROPE vs. JERRY A. OLIVER, SR., CHIEF of
POLICE, KWAME KILPATRICK, MAYOR, CITY of DETROIT,
ROBERT BERG, MEDIA CONSULTANT to the CITY of DETROIT,
and the CITY of DETROIT, a MUNICIPAL CORPORATION,
JOINTLY and SEVERALLY
FEDERAL TAX I.D. NO: 38-2301-827
CASE NO: 03-317-557-NZ
INVOICE NO: 34-01-18
OUR FILE NO: 3501-18

Professional Services

	Hrs/Rate	Amount
10/2/2007 WAC REVIEW AND RESPONSE	0.40 175.00/hr	70.00
WAC RECEIPT AND REVIEW OF LETTER TO FACILITATOR	0.20 175.00/hr	35.00
WAC RECEIPT AND REVIEW OF INQUIRY FROM REPORTING AGENCY - RESPONSE TO SAME	0.40 175.00/hr	70.00
WAC RECEIPT AND REVIEW [REDACTED]	0.20 175.00/hr	35.00
WAC MULTIPLE TELEPHONE CONFERENCES WITH CO-DEFENDANT'S ATTORNEY REGARDING [REDACTED]	0.60 175.00/hr	105.00
WAC CONFERENCE WITH AKISHA JOHNSON, ESQ.	0.30 175.00/hr	52.50
WAC REVIEW OF CO-DEFENDANT'S MOTION	0.20 175.00/hr	35.00
AMJ RECEIPT AND REVIEW OF EMAIL FROM SYDNEY TURNER, ESQ. REGARDING [REDACTED]	0.20 150.00/hr	30.00
	2.50	432.50

2.30 @ 175.00 = 402.50
0.20 @ 150.00 = 30.00

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		Hrs/Rate	Amount
10/3/2007	WAC RECEIPT AND REVIEW [REDACTED]	0.20 175.00/hr	35.00
	WAC RECEIPT AND REVIEW OF LETTER FROM PLAINTIFF'S ATTORNEY REGARDING LIST	0.20 175.00/hr	35.00
10/4/2007	AMJ RECEIPT AND REVIEW OF EMAIL FROM SYDNEY TURNER, ESQ. REGARDING [REDACTED]	0.20 150.00/hr	30.00
	AMJ CONTINUED DRAFT OF [REDACTED]	1.00 150.00/hr	150.00
	WAC RECEIPT AND REVIEW OF MULTIPLE E-MAILS REGARDING [REDACTED]	0.40 175.00/hr	70.00
	WAC REVIEW OF FILE/CASE LAW REGARDING [REDACTED]	1.50 175.00/hr	262.50
10/5/2007	AMJ TELEPHONE CONFERENCE WITH SYDNEY TURNER, ESQ. REGARDING [REDACTED]	0.20 150.00/hr	30.00
	WAC RECEIPT AND REVIEW OF LETTER FROM PLAINTIFF'S ATTORNEY TO CO-DEFENDANT ATTORNEY CONFIRMING FACILITATION DATE	0.20 175.00/hr	35.00
10/8/2007	WAC FILE REVIEW AND PREPARATION OF [REDACTED]	0.80 175.00/hr	140.00
	WAC RECEIPT AND REVIEW OF PLAINTIFFS' MOTION FOR AWARD OF ATTORNEY FEES AND COSTS UNDER THE MICHIGAN WHISTLEBLOWER'S PROTECTION ACT	0.50 175.00/hr	87.50
	WAC RECEIPT AND REVIEW OF LETTER REGARDING FACILITATION COSTS	0.20 175.00/hr	35.00
10/9/2007	AMJ TELEPHONE CONFERENCE WITH ATTORNEY SYDNEY TURNER REGARDING [REDACTED]	0.20 150.00/hr	30.00
	WAC TELEPHONE CONFERENCE WITH CO-DEFENDANT'S ATTORNEY	0.20 175.00/hr	35.00
	WAC RECEIPT AND REVIEW OF LETTER FROM CO-DEFENDANT ATTORNEY REGARDING [REDACTED]	0.20 175.00/hr	35.00
	WAC RECEIPT AND REVIEW OF LETTER FROM FACILITATOR, VALDEMAR WASHINGTON WITH ARTICLE AND AGREEMENT FOR SIGNATURE	0.30 175.00/hr	52.50
		6.30	1,062.50

4.70 @ 175.00 = 822.50
1.60 @ 150.00 = 240.00

		Hrs/Rate	Amount
10/16/2007 AMJ	RESEARCH AND REVIEW OF [REDACTED]	0.30 150.00/hr	45.00
AMJ	TELEPHONE CONFERENCE WITH ATTORNEY SYDNEY TURNER REGARDING [REDACTED]	0.20 150.00/hr	30.00
AMJ	TELEPHONE CONFERENCE WITH DWIGHT THOMAS, LEGAL ASSISTANT AT CITY OF DETROIT LAW DEPARTMENT REGARDING [REDACTED]	0.20 150.00/hr	30.00
WAC	RECEIPT AND REVIEW OF [REDACTED]	0.20 175.00/hr	35.00
WAC	RECEIPT AND REVIEW OF [REDACTED]	0.50 175.00/hr	87.50
10/17/2007 WAC	TELEPHONE CONFERENCE REGARDING SITE OF FACILITATION	0.20 175.00/hr	35.00
AMJ	APPEARED AT FACILITATION FOR ATTORNEY'S FEES	6.20 150.00/hr	930.00
WAC	REVIEW AND PREPARATION FOR [REDACTED] REVIEW OF [REDACTED]	12.00 175.00/hr	2,100.00
	APPEARED AT FACILITATION, AND TRAVEL TO AND FROM FACILITATION, INCLUDING TRAVEL TO PLAINTIFF'S OFFICE FOR SIGNING		
10/18/2007 AMJ	RECEIPT AND REVIEW OF E-MAIL FROM CORRESPONDENCE FROM ATTORNEY FRANK RIVERS REGARDING PLAINTIFF'S MOTION FOR ATTORNEYS' FEES	0.20 150.00/hr	30.00
AMJ	CONFERENCE WITH WILSON A. COPELAND, II, ESQ. REGARDING INFORMATION OBTAINED FROM FINANCIAL INSTITUTIONS	0.40 150.00/hr	60.00
AMJ	TRAVEL TO FINANCIAL INSTITUTIONS REGARDING DOCUMENT STORAGE (TWO TRIPS)	1.00 150.00/hr	150.00
AMJ	TELEPHONE CONFERENCE WITH ATTORNEY SYDNEY TURNER AND DWIGHT THOMAS REGARDING [REDACTED]	0.20 150.00/hr	30.00
WAC	TELEPHONE CONFERENCE WITH BANK REGARDING SAFE DEPOSIT BOX	0.20 175.00/hr	35.00
WAC	RECEIPT AND REVIEW OF E-MAIL FROM PLAINTIFFS' ATTORNEY REGARDING NEW DATE FOR MOTIONS	0.10 175.00/hr	17.50
		21.90	3,615.00

13.20 @ 175.00 = 2,310.00

8.70 @ 150.00 = 1,305.00

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		Hrs/Rate	Amount
10/18/2007	WAC LETTER TO PLAINTIFFS' ATTORNEY REQUESTING SECURING SAFE DEPOSIT BOX WITH CARBON COPY TO ATTORNEY COLBERT OSAMUEDE AND ATTORNEY McCARGO	0.30 175.00/hr	52.50
	WAC TELEPHONE CONFERENCE WITH PLAINTIFF'S ATTORNEY	0.40 175.00/hr	70.00
	WAC MULTIPLE TELEPHONE CONFERENCES WITH CO-DEFENDANT'S ATTORNEY	0.70 175.00/hr	122.50
	WAC TELEPHONE CALL TO CO-DEFENDANT'S ATTORNEY - LEFT MESSAGE	0.10 175.00/hr	17.50
	WAC REVIEW OF [REDACTED]	0.40 175.00/hr	70.00
	WAC MULTIPLE TELEPHONE CALLS TO PLAINTIFF'S ATTORNEY - LEFT MESSAGES	0.30 175.00/hr	52.50
	WAC CONFERENCE WITH AKISHA JOHNSON, ESQ. REGARDING DOCUMENT STORAGE	0.40 175.00/hr	70.00
	WAC RECEIPT AND REVIEW OF [REDACTED]	0.50 175.00/hr	87.50
10/19/2007	WAC MULTIPLE TELEPHONE CONFERENCES WITH PLAINTIFF'S ATTORNEY REGARDING FRAMEWORK OF SETTLEMENT AGREEMENTS; MULTIPLE TELEPHONE CONFERENCES WITH CO-DEFENDANT'S ATTORNEY AND CORPORATION COUNSEL REGARDING [REDACTED] REVISION OF RECEIPT AND REVIEW OF VARIOUS COMMUNICATIONS FROM PLAINTIFF'S ATTORNEY AND TELEPHONE CONFERENCE WITH CONSULTING ATTORNEY; MEETING WITH MAYOR AND MEETING WITH CONSULTING ATTORNEY	12.00 175.00/hr	2,100.00
10/22/2007	AMJ TELEPHONE CONFERENCE WITH ATTORNEY SAMUEL McCARGO REGARDING INFORMATION OBTAINED FROM FINANCIAL INSTITUTION	0.30 150.00/hr	45.00
	AMJ ADDITIONAL TRIPS TO CHASE BANK AND COMERICA BANK	1.00 150.00/hr	150.00
10/23/2007	AMJ MULTIPLE TELEPHONE CONFERENCES WITH BANKING STAFF REGARDING SAFE DEPOSIT BOX	0.70 150.00/hr	105.00
	AMJ MULTIPLE EMAIL CORRESPONDENCE WITH ATTORNEY McCARGO REGARDING SAFE DEPOSIT BOX	0.50 150.00/hr	75.00
		17.60	3,017.50

$$15.10 @ 175.00 = 2,642.50$$

$$2.50 @ 150.00 = 375.00$$

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	Hrs/Rate	Amount
10/26/2007 WAC RECEIPT AND REVIEW OF [REDACTED]	0.20 175.00/hr	35.00
WAC RECEIPT AND REVIEW OF [REDACTED]	0.20 175.00/hr	35.00
WAC RECEIPT AND REVIEW OF [REDACTED]	0.30 175.00/hr	52.50
AMJ RECEIPT AND REVIEW OF STIPULATED ORDER TO EXTEND DUE DATE ON POST TRIAL MOTIONS	0.20 150.00/hr	30.00
AMJ RECEIPT AND REVIEW OF EMAIL CORRESPONDENCE FROM ATTORNEY FRANK RIVERS REGARDING PLAINTIFF'S MOTION FOR ATTORNEY FEES	0.20 150.00/hr	30.00
10/29/2007 WAC TELEPHONE CONFERENCE WITH CO-DEFENDANT'S ATTORNEY REGARDING [REDACTED]	0.50 175.00/hr	87.50
10/30/2007 WAC RECEIPT AND REVIEW OF E-MAIL FROM ATTORNEY McCARGO REGARDING [REDACTED]	0.10 175.00/hr	17.50
	1.70	297.50
For professional services rendered	1.30 @ 175.00 = 227.50 0.40 @ 150.00 = 60.00	57.30 ✓ \$9,577.50 ✓

Additional Charges :

10/15/2007 WAC POSTAGE POSTAGE THROUGH OCTOBER 18, 2007	1.64
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Total costs	\$1.64 ✓
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Total amount of this bill	\$9,579.14 ✓
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Previous balance	\$106,743.00
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11/5/2007 PAYMENT - THANK YOU	(\$11,338.88)
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Total payments and adjustments	(\$11,338.88)
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Balance due	\$104,983.26
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INTERIM BILLING

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		Hrs/Rate	Amount
10/10/2007	WAC RECEIPT AND REVIEW OF [REDACTED]	0.20 175.00/hr	35.00
	WAC RECEIPT AND REVIEW OF [REDACTED]	0.20 175.00/hr	35.00
10/11/2007	AMJ MEETING WITH ATTORNEY SYDNEY TURNER TO [REDACTED]	1.50 150.00/hr	225.00
	AMJ RECEIPT AND REVIEW OF FINAL JUDGMENT VIA E-MAIL	0.20 150.00/hr	30.00
	WAC RECEIPT AND REVIEW OF [REDACTED]	0.50 175.00/hr	87.50
	WAC RECEIPT AND REVIEW OF E-MAIL FROM ATTORNEY TURNER WITH COPY OF JUDGMENT	0.20 175.00/hr	35.00
10/12/2007	WAC RECEIPT AND REVIEW OF LETTER FROM PLAINTIFF'S ATTORNEY WITH TRUE COPY OF ORDER REGARDING FACILITATION	0.20 175.00/hr	35.00
	WAC RECEIPT AND REVIEW OF LETTER FROM CO-DEFENDANT ATTORNEY TURNER WITH TRUE COPY OF JUDGMENT AND DATE OF TIME OF REQUESTED HEARING BEFORE JUDGE CALLAHAN	0.20 175.00/hr	35.00
10/15/2007	AMJ TELEPHONE CALL TO COURT CLERK REGARDING HEARING SCHEDULED FOR 10/19/07	0.20 150.00/hr	30.00
	WAC RECEIPT AND REVIEW OF [REDACTED] AND REVIEW OF [REDACTED] AND PREPARE FOR [REDACTED]	1.20 175.00/hr	210.00
	AMJ MEETING WITH ATTORNEY SYDNEY TURNER TO [REDACTED]	2.00 150.00/hr	300.00
10/16/2007	AMJ RECEIPT AND REVIEW OF [REDACTED]	0.20 150.00/hr	30.00
	AMJ RECEIPT AND REVIEW OF [REDACTED]	0.50 150.00/hr	75.00
		7.30	1,162.50

2.70 @ 175.00 = 472.50
4.60 @ 150.00 = 690.00